



CITY OF MOUNTAIN VIEW  
PUBLIC WORKS DEPARTMENT

**REQUEST FOR PROPOSALS**

**FOR**

**PROFESSIONAL SERVICES**

**FOR A**

**RESIDENTIAL ENERGY AUDIT  
AND RETROFIT PROGRAM**

July 2010

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Attachment 1: "Retrofit Bay Area" Program Description  
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## I. INTRODUCTION

The City of Mountain View (City) invites qualified home performance consultants with experience working with public agencies to submit proposals to design, market, implement, manage, and report on a residential energy audit and retrofit program.

## II. PROJECT BACKGROUND

### Energy Efficiency and Conservation Block Grant Funding

In December 2009 the City of Mountain View was awarded an Energy Efficiency and Conservation Block Grant (EECBG) of \$719,000 by the Department of Energy (DOE) as part of the American Recovery and Reinvestment Act (ARRA). The purpose of the EECBG program is to assist eligible entities in implementing strategies to reduce greenhouse gas (GHG) emissions within their jurisdictions, reduce their own total energy use and improve energy efficiency in the transportation, building and other appropriate sectors. Of the \$719,000, the City Council appropriated \$319,000 for a consultant(s) to design and implement a residential energy audit and retrofit program.

### Retrofit Bay Area and CaliforniaFIRST

The DOE allocated ARRA funding to the California Energy Commission (CEC) for the State Energy Program (SEP). This funding has been made available for (1) municipal AB 811-type financing programs like *CaliforniaFIRST*, in which the City is participating, (2) residential building retrofit programs and (3) municipal and commercial building retrofit programs. The SEP funds are being used to develop and implement a regional program focused on educating residents in each city about the advantages of building audits and retrofits. Toward this goal, ABAG partnered with eight Bay Area counties and 104 local governments in the San Francisco Bay Area to present an innovative proposal – *Retrofit Bay Area* – to provide outreach and information to residents wishing to perform residential energy- and water-efficiency upgrades. ABAG was awarded a grant to fund Retrofit Bay Area, which will encourage approximately 17,000 single- and multi-family occupants to pursue home auditing and retrofitting. The program includes regional and local program development and implementation; evaluation; measurement and verification; and administration and reporting. It will also incorporate the future federal “Home Star” program.

Retrofit Bay Area fits within a new state program – *Energy Upgrade California* – which seeks to integrate all the utility, local and state programs and financing options into a seamless energy program for homeowners. ABAG is providing the services that are best done collectively, such as a regional website, call center, oversight of contractor

standards (including a list of certified and approved audit/retrofit contractors), verifications, quality assurance (QA), and most of the grant reporting.

### City-County Collaboration

Attachment 1 provides a description of the Retrofit Bay Area program and Santa Clara County's role in launching the Santa Clara County Residential Retrofit Program (SCCRRP) countywide. This program will advance the City's EECBG-funded residential audit and retrofit program by marketing the benefits of home energy audits and retrofits to renters and property owners in Mountain View. Also, the City and County will collaborate on a program to encourage multi-family property owners to perform building audits and energy efficiency and renewable energy retrofits.

### Program Objectives

Through its Residential Energy Audit and Retrofit Program the City has the following goals:

- Through improved energy efficiency and increased use of renewable energy, maximize the reduction in community-wide GHG emissions to meet the City's 2012 reduction goal, and quantify the reductions.
- Provide a user-friendly experience for residents to attain energy audits and perform retrofits.
- Engage residents in saving additional energy through behavior modification commitments.
- Educate residents about additional home energy saving resources available.
- Generate new jobs.

The goal is to engage residential property owners (single- and multi-family) and renters (single- and multi-family) in performing home audits and retrofits to maximize the reduction in energy use and GHG emissions and maximize the increased use of renewable energy.

The City encourages proposers to assemble a team of best-in-their-field sub-consultants to provide the tasks described below and submit a single proposal. As part of their proposal firms may suggest modifications to the requirements, but must clearly indicate and justify their recommended changes. *Also, proposers are expected to maximize the number of audits/retrofits performed and the amount of energy/GHG reduced within the allotted \$319,000 budget.*

### Target Participants

According to a 2005 inventory of the City's community-wide GHG emissions, the residential sector accounts for approximately 13% of emissions. To help meet its goal

of reducing its community-wide emissions 5% below 2005 levels by 2012, the City is developing a residential energy audit and retrofit program aimed at the following groups:

- Single-family homeowners (particularly in older and high energy-use homes).
- Multi-family property owners.
- Single-family renters.
- Multi-family renters (with some focus on low-income).

### III. SCOPE OF SERVICES

The City's proposed Residential Energy Audit and Retrofit program, and all proposals, must contain the following elements, at a minimum.

#### A. Program Design and Development

The consultant shall:

1. Design an AUDIT program based on the following parameters and assist participants through the process.
  - **TIER 1 Audits**
    - Target Participants: single- and multi-family renters
    - Audits will be performed by the consultant or a sub-consultant firm(s) experienced in this type of audit, to include at a minimum:
      - Home walk-through
      - Educate renter about energy saving devices (e.g. CFLs, "smart" powerstrips, and programmable thermostats) and actions (e.g. water heater temperature adjustment, using a clothesline to dry clothes, as applicable)
      - Leave-behind items
        - Energy saving devices (e.g. up to 6 CFLs and 2 "smart" powerstrips per home)
        - Cost/GHG savings and payback periods of different products and actions
        - List of websites for further exploration
    - Cost to resident: None, as audits will be funded by the City through this program, at no cost to residents

- **TIER 2/3 Audits**
    - Target Participants: single-family homeowners and multi-family property owners
    - Audits will be performed by a Building Performance Institute (BPI)-accredited firm or BPI-certified contractor selected by the participant
      - Leave-behind information
        - Financing options (e.g. CaliforniaFIRST)
        - How to obtain rebates (e.g. City, PG&E, Home Star)
        - List of websites for further exploration
    - Audit report will be provided by firm/contractor and should include items such as:
      - Cost/GHG savings and payback periods of different retrofits
      - Cash-flow analysis showing how participants receive the cost of retrofits back through energy savings
    - Cost to resident: Will vary by firm/contractor
2. Provide the following *pre-audit* services:
- Program Branding and Marketing (See Section III B)
  - Program Information
    - Provide guidance to participants via email and phone, as requested
3. Provide the following *post-audit* and *post-retrofit* services:
- Program Information
    - Provide guidance to participants via email and phone, as requested
  - Outreach
    - Tier 1/2/3: Conduct customer satisfaction surveys (email, online, or phone) on a percentage of participants and help rectify any issues related to Tier 1 audits and Tier 2/3 rebates
    - Tier 2/3: Send out post-audit retrofit reminders (email)
4. Design a Tier 2/3 RETROFIT REBATE program based on the following parameters and assist participants throughout the process. Participants will select/hire their own BPI-accredited firm or BPI-certified contractor for retrofits, with assistance from the consultant as needed. These parameters are considered the minimum, and proposers may include additional parameters with justification.

The goal is to make it as easy and attractive as possible for property owners to perform any retrofits specified in an audit report. This would include helping participants:

- (a) select which retrofits to perform based on their audit results
- (b) select which BPI-accredited firm or BPI-certified contractor to use
- (c) complete any financing applications (if needed)
- (d) submit the City's rebate application

It would also include:

- (e) designing and implementing the City rebate application process
- (f) receiving, verifying, and approving a participant's City rebate application
- (g) tracking program level data (See Attachment 2)
- (h) providing regular reports to the City (See Section III D)

The City may *internally* process Tier 2/3 retrofit rebate payments to firms/contractors or property owners, or it may have the consultant perform this service. Therefore, the consultant may also be responsible for:

- (i) processing and paying the City retrofit rebate to the firm/contractor or property owner

5. Develop a customer satisfaction monitoring and reporting process. (See Section III A 3)
6. Develop procedures to prevent fraud and any other abuse.

## **B. Program Branding and Marketing**

The objective of this component is to create demand for residential audits and retrofits among the four groups identified under "Target Participants."

For *property owners*, the marketing materials must describe how to: (i) find a BPI-accredited firm or BPI-certified contractor for a Tier 2/3 audit and retrofit, (ii) obtain assistance selecting which retrofits to perform, and (iii) finance the project, if needed (i.e. a set of tools and resources with messaging that significantly increases participants' demand for residential retrofits).

For *renters*, the marketing materials must explain: (i) how to have a Tier 1 audit performed, (ii) the *free* leave-behind energy saving devices that will be provided (e.g. up to 6 CFLs and 2 "smart" powerstrips per home), and (iii) the *free* leave-behind educational materials that will be provided, which will include estimated savings for additional energy saving devices or behavior-change actions (e.g. projected cost savings, energy savings (kWh, therms), simple payback, GHG reductions (CO<sub>2</sub>e), and any other relevant information.)

*All materials must be customized based on the participant's dwelling type and ability to perform further actions or retrofits.*

Proposals must include all of the elements listed below.

- **Program Branding:** Consistent with the State’s “Energy Upgrade California” campaign, and in conjunction with City staff, create an “**Energy Upgrade Mountain View**” brand/campaign that fosters maximum participation.
- **Marketing and Communications Plan:**
  - Review existing research data to develop a marketing and communications plan. Incorporate information from market analysis of high energy-use properties.
  - Use existing research and market analysis to develop clear and succinct messages *customized for the four target participant groups* that communicate the value of the City’s program and drive broad participation.
  - Identify appropriate media/channels and venues to reach and advertise to target participants.
- **Social Marketing:** Develop a social marketing strategy for the campaign using appropriate media and approaches. Target participants will include single- and multi-family property owners and renters, and specific industry professionals (e.g. home energy audit firms, remodeling contractors, home performance contractors) who will be in a position to extend the reach of the program.
- **Website:** Augment the City’s sustainability website to provide comprehensive program information, including types of rebates available, how to locate a BPI-accredited firm or BPI-certified contractor, financing options, etc.
- **Marketing Collateral:** Design materials to reach the identified four target participant groups.
- **Multicultural Outreach:** In conjunction with the City’s Community Outreach staff, design targeted campaigns and messaging using multilingual and multicultural media, techniques and culturally appropriate means to reach Mountain View’s diverse English, Spanish, Chinese and Russian communities.
- **Industry Professional Outreach:** As appropriate, design materials to build capacity among industry professionals who will participate in the program or who represent potential strategic partners. This may include collateral for auditors and contractors to use, materials to educate and engage other industry professionals (e.g. real estate developers, building owners, building managers, design professionals, maintenance professionals) about the program, etc.
- **Local Partnerships:** Drive program participation through leveraging local associations and groups, e.g. neighborhood associations, HOAs, faith groups, multi-cultural groups, and Green Mountain View.

- **Regional Coordination:** Ensure coordination of retrofit-related activities with the County of Santa Clara. All program messaging must be designed to be consistent with, and to leverage, the County and state retrofit campaigns (e.g. Energy Upgrade California) to avoid marketplace confusion.

### C. Program Implementation

The consultant shall perform, or manage the performance of, the following:

1. Throughout the audit and retrofit process, serve as primary point-of-contact for participants and respond to all program questions, including guiding participants in how to: (a) have a Tier 1 audit performed, (b) have a Tier 2/3 audit performed by a BPI-accredited firm or BPI-certified contractor, (c) interpret audit results, (d) select a BPI-accredited firm or BPI-certified retrofit contractor, (e) apply for financing (if needed), and (f) apply for the City rebate.
2. Schedule and conduct Tier 1 audits in multi- and single-family rental dwellings.
3. Perform all *post-audit* and *post-retrofit* services, as described in Section III A 3.
4. Develop all website pages in English and Spanish, and as needed deliver in-person outreach presentations and Tier 1 audits in English and Spanish. Work with the City's Community Outreach staff to determine the best avenues for reaching non-English speakers and to determine what marketing messages should be presented in Spanish, Chinese and Russian. *All translated materials must be reviewed by the City's Community Outreach staff.*
5. Receive, verify and approve City retrofit rebate applications.
6. Process and make City retrofit rebate payments to firms/contractors or property owners. This is a possible task – see Section III A 4 (i) for additional information.

### D. Measurement and Reporting

Transparency and accountability are cornerstone requirements of ARRA funding. To meet these requirements and monitor progress, the consultant will develop a process for quantifying, tracking, evaluating and reporting on program results. Program reporting must include community level data that can be used to estimate progress toward meeting the City's 2012 community-wide GHG reduction target of 5% below 2005 levels.

Information and metrics similar to that shown in Attachment 2 must be tracked for reporting purposes. The consultant will be required to provide the City with quarterly, annual, end-of-project, and as-requested-by-the-City reports on program

activities and results, including the work of any sub-consultants. The City may periodically request project-level information as well.

#### IV. SUBMISSION OF PROPOSALS

**Proposals will be accepted until 5:00 p.m., August 23, 2010** and should be addressed to:

City of Mountain View  
Public Works Department  
Attention: Steve Attinger  
P.O. Box 7540  
Mountain View, CA 94039-7540

Proposals will also be accepted in person at the Public Works Department counter at Mountain View City Hall, located on the first floor at 500 Castro Street. Any proposals received after the deadline will be returned unopened.

Proposals shall be submitted in sealed envelopes which shall be plainly marked: "CITY OF MOUNTAIN VIEW, RESIDENTIAL ENERGY AUDIT AND RETROFIT PROGRAM PROPOSAL." The envelope shall also bear the name and business address of the proposer.

The City of Mountain View reserves the right to reject any or all proposals and to waive any and all irregularities to choose the firm that, in its opinion, best serves its interests. The City will not be liable for any costs incurred by the proposers incidental to the preparation and presentation of qualifications, either orally or in writing.

Prior to submitting a proposal, the consultant and any legal counsel, if necessary, shall review the sample professional services agreement (Attachment 3). This is the City's standard consultant contract and no amendments to such will be allowed. Submission of a proposal will be considered an acceptance of such contract by the consultant.

Any questions will be addressed during the Pre-Proposal Conference, to be held on July 30, 2010 at 1:30pm. Proposers are *encouraged* to attend. See Section VII for more information.

## V. PROPOSAL FORMAT

The proposal shall consist of two parts submitted as one package.

### Part One – NARRATIVE

Part One shall describe the consultant's understanding of the project, approach to accomplishing the project goals, relevant past experience and any litigation brought against the firm. Please label the sections of your proposal to match the numbers and letters below.

**Consultants shall submit three (3) hard copies and one (1) PDF file of their proposal, of maximum length 15-20 pages (*not sheets*), excluding curriculum vitae, biographies, project schedule and budget. All hard copy documents submitted must be printed double-sided, and the PDF should be emailed to Steve Attinger, Environmental Sustainability Coordinator ([steve.atinger@mountainview.gov](mailto:steve.atinger@mountainview.gov)).**

The proposal shall, at a minimum, cover the following items. Please be concise.

### **Consultant Background and Proposed Program Design**

1. Explain the general background, qualifications and organizational structure of the firm and describe any special knowledge or capabilities material to the project that exist within the firm.
2. Describe the proposed approach to the scope of services, including:
  - (a) organization and scheduling of tasks to be performed
  - (b) the team's overall approach in fulfilling the program objectives
  - (c) a brief summary of your team's key strengths
  - (d) approaches to working with City staff and policy-making agencies and community groups
  - (e) other relevant factors pertaining to formulation and execution of a successful project.

### **Program Design Questions**

3. Please answer the following questions:
  - a. How will your firm(s) analyze the local market potential to inform program design and implementation strategies? Analysis may include building age, type, location, size (sq. ft), energy usage, and associated utility rates. Income, household size, and cultural attributes may also be needed for identifying participants.

- b. Given the City's GHG reduction target of 5% below 2005 levels by 2012, describe your strategy for *maximizing* energy savings and GHG reductions through this program.
- c. Which public or private sector programs (e.g. GreenPoint Rated Existing Home) at the local, regional, state or national levels complement the City program and how will you leverage those programs?
- d. For reaching each of the four target participant groups, identify the channels you recommend as being most effective, and explain why.
- e. Identify which community-based organization(s) you would partner with, for what purpose, and why.
- f. Describe how you will market, conduct, and follow up on the Tier 1 audits for single- and multi-family renters. Based on your proposed allocation of the budget, how many Tier 1 audits do you anticipate being able to conduct by December 31, 2012? Do you recommend limiting Tier 1 audits only to renters?
- g. For conducting Tier 1 audits in multi-family buildings, do you recommend approaching the individual renters or the building owners? Please explain.
- h. How do you recommend structuring the City's Tier 2/3 retrofit rebate program?
  - (i) Do you recommend it to be based on a prescriptive package of retrofits, on overall home performance, on a "menu" of retrofits, or on some combination of these? (See Attachment 4 for a description of these rebate approaches.)
  - (ii) Will you require certain basic retrofits to be performed before more advanced retrofits? Why or why not?
  - (iii) Provide recommended rebate amounts by Tier, retrofit, and dwelling type.
- i. If you are tasked with it, how would you structure the Tier 2/3 retrofit rebate payment process among the participant, firm/contractor, and your firm, i.e. who would pay what amounts to whom?
- j. How will your firm ensure that the "Energy Upgrade California" retrofit quality assurance standards are met, and how will you track this?
- k. How will your program quantify Tier 1 audit and Tier 2/3 retrofit energy-savings for reporting to the Federal government?
- l. What procedures will you implement to prevent fraud and any other abuse?

- m. How does your recommended program differ from the one described under Scope of Services?
- n. How many hours of City staff time do you anticipate needing each month, on average, over the span of the entire project?

#### **Consultant/Sub-Consultant Qualifications**

- 4. Describe your firm's prior experience designing, marketing, implementing, and reporting on residential audit and retrofit programs, and other related experience that shows your ability to deliver the scope of services. If your firm has designed and implemented a community audit/retrofit program for another city, please quantify the results in terms of available budget and number of audits and/or retrofits performed. What lessons were learned?
- 5. Provide a list of recent projects for which the firm has provided services of a similar nature. Provide all pertinent information, including project description, contact person, phone number, email address, location, duration and current project status. *Indicate which projects are your references.*
- 6. Submit a list of sub-consultants to be utilized on the project and describe how each sub-consultant is qualified to perform the services and will be utilized. Provide a list of their similar past projects with all pertinent information, including project description, contact person, phone number, email address, location, duration and current project status. Identify principal staff assigned to this project from each sub-consultant firm and their responsibilities on this project.

#### **Team Qualifications**

- 7. Identify the name and title of the lead contact person and principal staff who will be assigned to this project. Provide curriculum vitae for key consultant team personnel and brief biographies for all other team members. Provide a description of their responsibilities and the percentage of time expected to be spent on this project.

#### **Legal Information**

- 8. As applicable, submit a list of lawsuits filed within the past two (2) years against the firm or its principals alleging misconduct and/or negligence. Submit a list of claims within the past two (2) years against the firm's professional liability insurance policy (errors and omissions), if any. Accompanying each (or either) list shall be a declaration by a principal of the firm indicating careful review of such lists and adding appropriate information concerning the current status or

other disposition of the lawsuits or claims. This information may be submitted separately and confidentially, if so desired.

### **Conflict of Interest Issues**

9. As applicable, submit a list of all projects (completed within the past three (3) years or currently underway) located within Santa Clara County. Accompanying such a list shall be a declaration by a principal of the firm indicating knowledge of and careful review of the subject matter and asserting freedom from conflicts of interest that might arise from relationships with parties that are involved in disputes with the City of Mountain View.

### **Project Schedule**

10. Submit a project schedule with the following milestones, noting that all project activities must be completed by December 31, 2012.
  - a. Execute consultant agreement.
  - b. Project kick-off meeting with City staff.
  - c. Review and confirm project requirements with City staff.
  - d. Prepare conceptual residential audit and retrofit program plan.
  - e. Review conceptual program plan with City staff.
  - f. Refine conceptual program plan based on feedback from City staff.
  - g. Prepare project scope of work.
  - h. Prepare detailed program budget.
  - i. Review scope of work and budget with City staff.
  - j. Finalize conceptual program plan, scope of work and budget based on feedback from City staff.
  - k. Submit hard and soft copies of all project documents to City.
  - l. Program launch.
  - m. Key implementation milestones
  - n. Program completion.

## Insurance Requirements

11. Submit evidence of the required insurance as set forth in the sample consultant agreement (Attachment 3).

## Part Two – BUDGET

Provide a detailed cost schedule for each program element described in the Scope of Services. For purposes of estimating, elements may be combined as appropriate, but both subtotals and totals must be shown. The City intends to award this contract to the firm that it considers will provide the best overall program services for the available \$319,000 budget. The City reserves the right to reject any proposals that are not responsive to this Request for Proposals (RFP).

The elements of the fee proposal shall include the following:

1. A schedule of hourly rates and years of experience (in audit/retrofit programs, home performance science, energy efficiency and renewable energy) valid for the entire length of the project, for all consultant staff working on the project. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Services if necessary.
2. A detailed budget for all items described in the Scope of Services, totaling \$319,000.

The budget should include a break-down of costs for the categories listed below, at a minimum. Since retrofit rebate payment processing may or may not be a required consultant task, please submit two (2) budgets: Budget A (with rebate payment processing) and Budget B (without rebate payment processing).

- Administration, Design, Development, and Implementation
  - Overhead
  - Participant Services
    - Tier 1 audits
    - Tier 1 audit leave-behind energy saving devices
    - Tier 2/3 retrofit rebates
    - Pre-audit, post-audit and post-retrofit services
    - Rebate payment processing (Budget A)
  - Program/Project Measurement, Tracking and Reporting
- Marketing
  - Branding
  - Marketing and Communications Plan (with advertising broken down by channel/activity)
  - Multicultural Services

- Social Marketing
- Website
- Marketing Collateral
- Community Outreach (participants, professionals, partnerships)

## VI. SELECTION PROCESS AND CRITERIA

A selection committee will evaluate the proposals submitted and assign each a ranking. Following are the criteria for evaluation of the proposals, with the assumption that all minimum requirements have been met.

- A. Ability to create an easy-to-understand and navigate audit/retrofit program based on effective branding, marketing and outreach, with *demonstrated results*.
- B. Experience in working directly with the public, and demonstrated success in getting residents to take action and change behavior.
- C. Experience of the firm and project team in performing similar work for other public agencies.
- D. Practical experience and technical qualifications of key staff and sub-consultants in:
  - Branding, marketing and community outreach
  - Energy audit/retrofit program design and implementation
  - Energy-efficient lighting, HVAC, refrigeration, motors, controls, and whole building performance
  - Renewable/alternative energy technologies
  - Resource efficiency and integrated building systems
  - Construction management services
  - Analysis and evaluation
  - Information tracking and reporting
- E. Demonstrated success on previous projects, especially of similar scope, including quality of work and meeting project schedule and budget.
- F. Completeness and *conciseness* in answering this RFP.
- G. Demonstrated experience in meeting transparency, accountability and reporting requirements for state and federal funding.
- H. Degree of support necessary from City staff.
- I. Any litigation brought against the firm.

## Oral Interview

Based upon evaluation of the above selection criteria, the City may select a subset of proposers to interview. If interviews are conducted, consultants will be allowed up to twenty (20) minutes for a presentation and thirty (30) minutes for questions from the selection committee. The consultant's key staff members should be in attendance. The identity of the selection committee members will not be revealed prior to interviews.

## Selection Process

Per City policy, the determination of the most qualified consultant shall be on the basis of demonstrated competence and qualifications for the type of services required. All other factors being equal, preference will be given to consultants and sub-consultants in Mountain View or Santa Clara County.

The City will check the references of the top-ranked consultants for such things as: record in accomplishing work in a timely manner for similar projects within budget; quality of work completed for the City or other public agencies; ability to work with City staff and the public; and outstanding litigation.

The City of Mountain View reserves the right to select, approve, recommend or disapprove sub-consultants at its discretion. Further, all work (e.g. data, documents, and other products) performed by the consultant and any sub-consultants shall be considered the property of the City to do with as it wishes.

The City shall negotiate an agreement with the most qualified consultant. If negotiations with such consultant are unsuccessful, the City will negotiate with the second most qualified firm. The selection process will be complete once a contract is executed. When the City has reached an agreement with a consultant, all firms submitting a proposal will be notified of the results in writing.

## Minimum Requirements

Following are the minimum qualification requirements for this RFP:

- Evidence of the required insurance as set forth in the sample professional services agreement (Attachment 3).
- Expertise in California building energy efficiency requirements, including Title-24 verification protocols (as they apply to existing building additions, alterations and repairs).
- In-depth knowledge of green building standards used throughout California, such as the California Green Building Standards Code, Residential Green Building Guidelines, GreenPoint Rated Existing Home, and HERS-I/II.
- Expertise in branding and marketing “green” programs.
- Ability to deliver services in English, Spanish, Chinese and Russian.

## Compliance with EECBG Requirements

Bidders responding to this solicitation should be familiar with Federal and State laws, regulations and guidelines that apply to EECBG formula grants, including but not limited to the following:

### **Federal**

1. The American Recovery and Reinvestment Act of 2009  
<http://www.energy.ca.gov/recovery/documents/HR1.pdf>
2. Department of Energy Funding Opportunity Announcement DE FOA-0000013  
<https://www.fedconnect.net/FedConnect>
3. Davis-Bacon Act (40 U.S.C. 3141, et. seq.) Program Guidance  
[http://www1.eere.energy.gov/wip/davis-bacon\\_act.html](http://www1.eere.energy.gov/wip/davis-bacon_act.html)  
Davis-Bacon Act Desk Guide  
[http://www1.eere.energy.gov/wip/pdfs/doe\\_dba\\_desk\\_guide.pdf](http://www1.eere.energy.gov/wip/pdfs/doe_dba_desk_guide.pdf)
4. National Environmental Policy Act (42 U.S.C. 4321, et. seq.)
5. National Historic Preservation Act of 1966 (16 U.S.C. 470f)
6. Office of Management and Budget reporting requirements  
[http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf)  
[http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21-suppl.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21-suppl.pdf)  
[http://www.whitehouse.gov/omb/assets/memoranda\\_fy2009/m09-21-suppl2.pdf](http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21-suppl2.pdf)
7. Council of Economic Advisers' Estimates of Job Creation from the American Recovery and Reinvestment Act of 2009, May 2009  
[http://www.whitehouse.gov/assets/documents/Estimate\\_of\\_Job\\_Creation.pdf](http://www.whitehouse.gov/assets/documents/Estimate_of_Job_Creation.pdf)

### **State**

- California Home Energy Rating System Program regulations  
<http://www.energy.ca.gov/2008publications/CEC-400-2008-011/CEC-400-2008-011-CMF.PDF>

## VII. TENTATIVE SCHEDULE

Pre-Proposal Conference	July 30, 2010, 1:30pm
Deadline for Submission of Proposals	August 23, 2010, 5:00 p.m.
Consultant Interviews (if required)	Week of August 30, 2010
Award Contract to Consultant	Mid-to-late October 2010
Project Kick-off Meeting with City Staff	Late October/Early November 2010

### Pre-Proposal Conference

Proposers are *encouraged* to attend a pre-proposal conference on July 30, 2010 at 1:30pm, to be held in the Plaza conference room of City Hall, 500 Castro St., Mountain View, CA. At this conference all questions will be addressed and any updates will be provided. If you have further questions regarding this RFP, please contact Steve Attinger, Environmental Sustainability Coordinator, at: [steve.attering@mountainview.gov](mailto:steve.attering@mountainview.gov), 650-903-6602.

7/21/10

## Program Description

### **“Retrofit Bay Area” Residential Building Retrofit Program**

*Summary of grant proposal submitted by ABAG to the  
California Energy Commission on December 21, 2009*

#### **Description of Proposed Program**

The Association of Bay Area Governments (ABAG) is collaborating with eight Bay Area counties to establish a comprehensive residential single-family and multi-family building retrofit program that leverages regional cooperation and funding while enabling autonomy at the local level. The proposed ABAG program aligns with local, regional and national goals of promoting economic vitality through an increase in green jobs, reducing U.S. oil dependency through increases in energy efficiency and deployment of renewable energy technologies, and reducing greenhouse gas emissions.

On behalf of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, Solano and Sonoma Counties, ABAG submitted a proposal to the California Energy Commission's State Energy Program (SEP) to receive \$10.8 million in American Recovery and Reinvestment Act (ARRA) grant funds administered by the U.S. Department of Energy. This grant program, known informally as SEP 2 to distinguish it from three other elements of California's SEP program, runs from February 11, 2010 to March 31, 2012. The ARRA/SEP 2 grant funds would be used by ABAG program participants to carry out local and Bay Area-wide consumer outreach and education campaigns and workforce development activities that will accelerate demand for home energy retrofits and expand the regional building industry's capacity to delivery high-quality, cost-effective retrofit services.

To achieve these goals, ABAG has identified a set of three core program objectives for Retrofit Bay Area:

1. Tie into the soon-to-be-established AB 811 financing programs (e.g. CaliforniaFIRST) to address the high upfront cost of retrofits, which enables homeowners to finance energy efficiency retrofits and renewable energy improvements through assessments paid via their property taxes.
2. Demonstrate more effective marketing and outreach methods to inform and motivate property owner participation.

3. Streamline administrative processes to assist homeowners with securing contractors to perform home upgrade projects on a cost-effective basis

The ABAG program thereby will complement existing and planned local retrofit activities.

### **The County of Santa Clara's Role**

The County of Santa Clara has represented the interests of the County and its cities in working with ABAG to develop a regional energy program and is working with the cities to develop a County-wide element that will become the Santa Clara County Residential Retrofit Program (SCCRRP). If grant funding is awarded to ABAG, Santa Clara County will receive more than \$1,950,000 for the SCCRRP to implement local efforts to promote energy audits and retrofits for the residential sector in all the cities and unincorporated areas of the County.

The County is providing a grant process for nonprofits, businesses, housing agencies, utilities and consulting firms to provide energy audits to the residential community. The SCCRRP will consist of a suite of environmental programs and information, including PACE financing options, which will be uniformly packaged, marketed and presented to County constituents. The energy audits are expected to stimulate interest in comprehensive home retrofits such as added insulation, weatherization, heating, ventilation and air conditioning upgrades, new windows and energy-efficient appliances, resulting in significant reductions in energy and water consumption.

The nearly \$2 million that will be available for the SCCRRP will fund two County staff positions and various programs. ABAG is seeking to facilitate 17,000 retrofits in the Bay Area during the grant cycle, with an average of 20 percent energy reduction. Based on the County having 26 percent of the population of the eight participating counties, the SCCRRP will aim for 4,359 retrofits. It is projected that this work will result in 446 new jobs, \$1.7 million saved in energy costs for homeowners, 100 billion reduction of BTU and \$43.8 million spent in the County.

The SCCRRP will not change the permitting or building inspection processes within the County, and will seek to inform and educate residents on steps that they can take to reduce their energy consumption and water usage. Residents who participate in the program and have energy audits performed on their homes will be encouraged to implement the steps recommended by the energy audit and upgrade their home to be more energy efficient and to consume less water.

## Sample Reporting Information and Metrics

### Administration

- Consultant Services
  - EECBG funds received and spent (\$)
  - Number of hours worked
- Participant Services
  - Number of Tier 1 audits performed
  - Number of Tier 1 leave-behind energy saving devices distributed
  - Number of buildings retrofitted
  - Total City rebates paid out (\$)
  - Aggregated customer satisfaction results
- General
  - Narrative responses to several project progress questions

### Marketing

- Number and type of collateral pieces developed
- Number and type of ads placed
- Number of community outreach presentations made

### Retrofits

- Annual reduction in electricity demand, by sector (MW)
- Annual reduction in electricity (MWh), natural gas (mmcf), gasoline (gals.), and propane (gals.) consumption, by sector
- Annual cost savings (\$)
- Annual GHG reductions (metric tons CO<sub>2</sub>e)
- Annual criteria air pollutants reduced (metric tons)
- Annual renewable energy generated (MWh)

## Sample Professional Services Agreement

### AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW AND \_\_\_\_\_ FOR PROFESSIONAL SERVICES

This contract is dated for identification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter "CONSULTANT").

#### RECITALS

A. CITY desires to retain the services of CONSULTANT to provide \_\_\_\_\_, Project #\_\_\_\_\_.

B. CONSULTANT is a qualified professional capable of providing the certain professional services which CITY seeks.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage CONSULTANT, and CONSULTANT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** CONSULTANT shall provide the following services:

2. **Schedule and Term.** The schedule for performing said services is as follows:

CONSULTANT shall commence work under this contract on \_\_\_\_\_ and shall complete all work under this contract no later than December 31, 2012.

3. **Compensation.** The \_\_\_\_\_ hourly or \_\_\_\_\_ daily rate for services under this Contract shall be \_\_\_\_\_ rate \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and total compensation to CONSULTANT for providing the services set forth herein shall not exceed (including reimbursed expenses) Three Hundred Nineteen Thousand Dollars (\$319,000).

4. **Payment Schedule.** CITY shall make periodic payments within thirty (30) days of receiving and approving a billing statement in proportion to the satisfactory completion of CONSULTANT's services.

5. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that CITY is relying upon the professional skill of CONSULTANT, and CONSULTANT represents to CITY that its work shall conform to generally recognized professional standards in the industry. Acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT's said representation.

6. **Independent Contractor.** It is agreed that CONSULTANT is an independent contractor, and all persons working for or under the direction of CONSULTANT are CONSULTANT's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of CITY.

7. **Ownership of Data and Documents.** CONSULTANT agrees that all records, specifications, data, maps, designs, graphics, writings, recordings and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced and/or generated in the performance of this Agreement shall be the property of CITY. CONSULTANT shall regularly provide such documents to CITY upon CITY's request. In the event that this Agreement is terminated prior to completion of the scope of work, CONSULTANT shall provide all such data and documents to CITY forthwith.

8. **Insurance.**

a. **Commercial General Liability/ Automobile Liability Insurance:**

CONSULTANT shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. CONSULTANT's insurance coverage shall be written on an occurrence basis.

b. **Workers' Compensation Insurance:**

(OPTION NO. 1)

CONSULTANT shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

(OPTION NO. 2)

CONSULTANT is an individual or a company that has entered, or will be entering, into an agreement with CITY to provide goods or services.

CONSULTANT is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONSULTANT maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for CITY under said agreement:

(1) CONSULTANT will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California, or (2) should CONSULTANT become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, CONSULTANT shall forthwith comply with those provisions and send evidence of financial compliance to CITY.

(END OF OPTION NO. 2)

c. Professional Liability Insurance:

CONSULTANT shall obtain and maintain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per claim. Professional liability insurance must be maintained, and evidence of insurance shall be provided to CITY for at least three (3) years after completion of the contract of work.

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by CITY's Risk Manager for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, CONSULTANT's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event CONSULTANT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONSULTANT to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

(5) Approval of the insurance by CITY or acceptance of the Certificate of Insurance by CITY shall not relieve or decrease the extent to which CONSULTANT may be held responsible for payment of damages resulting from CONSULTANT's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of CITY's rights to insurance coverage hereunder.

(6) If, for any reason, CONSULTANT fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. CITY, at its sole option, may terminate this contract and obtain damages from CONSULTANT resulting from said breach. Alternately, CITY may purchase such required insurance coverage, and without further notice to CONSULTANT, CITY may deduct from sums due to CONSULTANT any premium costs advanced by CITY for such insurance.

9. **Hold Harmless.** CONSULTANT hereby agrees to and shall indemnify, defend and hold CITY, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by CONSULTANT or CONSULTANT's contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

10. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

11. **Nondiscrimination.** CONSULTANT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.

12. **Amendment.** This Agreement may be amended in writing and signed by both parties.

13. **Termination.** CITY may terminate this Agreement at any time by providing ten (10) days advance written notice to CONSULTANT. Should CITY terminate pursuant to said notice, CITY shall pay CONSULTANT for CONSULTANT's services rendered to the date of cancellation based on percentage of completion of scope of basic services, including actual reimbursable expenses. In no event shall said fees exceed the maximum compensation established in this Agreement.

14. **Attachments or Exhibits.** Except as expressly referenced herein, no portion of any terms or conditions included in any attachments or exhibits shall be a part of this Agreement, and they shall have no force or effect. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

16. **Public Records.** The parties recognize and acknowledge that CITY is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

17. **Notices.** Any notice required to be given to CONSULTANT shall be deemed to be duly and properly given if mailed to CONSULTANT, postage prepaid, addressed to:

or personally delivered to CONSULTANT at such address or at such other addresses as CONSULTANT may designate in writing to CITY.

Any notice required to be given to CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Public Works Director  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to CONSULTANT.

IN WITNESS WHEREOF, this Agreement is executed by CITY and by CONSULTANT.

APPROVED AS TO CONTENT:

"CITY":  
CITY OF MOUNTAIN VIEW,  
a California Charter City and municipal  
corporation

\_\_\_\_\_  
\_\_\_\_\_

FINANCIAL APPROVAL:

By: \_\_\_\_\_  
\_\_\_\_\_  
Department\_Head/  
City\_Manager

\_\_\_\_\_  
Finance and Administrative  
Services Director

By: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

"CONSULTANT":

\_\_\_\_\_

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_

\_\_\_\_\_  
Taxpayer I.D. Number

MVF 00-03 (Rev. 12/11/09)

## Tier 2/3 Residential Retrofit Rebate Options

*Note: All options assume an audit has occurred, and all examples given are hypothetical.*

### OPTION 1: Prescriptive

1. If I install attic insulation, and
2. I install wall insulation, and
3. I seal my ducts, I get a rebate of: \$\_\_\_\_\_

### OPTION 2: Performance

If I increase the energy efficiency of my home overall by X%, I get a rebate of: \$\_\_\_\_\_  
If I increase the energy efficiency of my home overall by Y%, I get a rebate of: \$\_\_\_\_\_

### OPTION 3: Menu

- If I install attic insulation, I get a rebate of: \$\_\_\_\_\_
- If I install wall insulation, I get a rebate of: \$\_\_\_\_\_
- If I seal my ducts, I get a rebate of: \$\_\_\_\_\_
- If I install dual-paned windows, I get a rebate of: \$\_\_\_\_\_

For Option 3, no minimum number of retrofits is required.

### OPTION 4: Combination

This option would be a customized combination of some or all of the above options.